FORM NLRB-4479
(3-84)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTEENTH REGION Springfield, MO

OZARK MOUNTAIN INTERIORS

Employer

and

Case 17-RC-12211

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, DISTRICT COUNCIL OF KANSAS CITY & VICINITY, AFL-CIO

Petitioner

**DECISION AND ORDER**

Upon a petition duly filed under Section 9*(c)* of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3*(b)* of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The labor organization*(s)* involved claim*(s)* to represent certain employees of the Employer.
4. No question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9*(c)(1)* and Section 2*(6) (7)* of the Act for the following reasons:

DETERMINATION:

The bargaining unit requested by the Petitioner is not appropriate because the record evidence does not establish either that the employees in the requested bargaining unit have a sufficiently dissimilar community of interest from the Employer's other employees necessary to support the finding of a separate bargaining unit, or that the Employer is primarily engaged in the construction industry. Because the record evidence fails to establish that the bargaining unit sought by the Petitioner is appropriate, in the absence of the Petitioner's request for an alternative unit, and in the absence of record evidence to establish what alternative unit or units may be appropriate, I shall dismiss the petition.

PETITIONED FOR UNIT:

The Petitioner seeks a unit of all full-time and regular part-time cabinetry and carpentry installers employed by Ozark Mountain Interiors (Employer) at the Employer's facility located at 1010 West Chestnut Street, Springfield, Missouri, and at jobsites located in the following 16 counties in southwest Missouri: Vernon, Cedar, Dade, Lawrence, Stone, Christian, Greene, Polk, Camden, Dallas, Webster, Taney, Wright, Douglas, Ozark, and LaClede, a geographical area co-extensive with the geographical jurisdiction of the Petitioner. The Petitioner seeks the application of the eligibility formula set forth in Daniel Construction Co., 133 NLRB 264 (1961) as modified at 167 NLRB 1078 (1967), and Steiny & Co., 308 NLRB 1323 (1992) to determine the eligibility of employees employed as installers at the various jobsites where the Employer's employees have worked. The

Petitioner specifically seeks to exclude from the bargaining unit "office clericals, manufacturing and design employees, architects, project managers, guards and supervisors as defined by the Act". The Petitioner contends that several individuals, including Alvin Clifton, Tim Elliot, Todd Matthews, Wayne Kaberline, Rives Boykin, Josh Bolin, and all individuals classified as "project managers," are supervisors within the meaning of Section 2(11) of the Act.

EMPLOYER'S POSITION:

The Employer contends that an election is inappropriate because the Employer has decided to subcontract all installation work and, effective July 3, 2003, the Employer permanently laid off its "installer" employees. Further, the Employer contends that it recently signed a letter of intent to sell its business to another corporation, Third Millennium, Inc., and an election is not appropriate at this time because the buyer may make substantial changes to the Employer's operation after completion of the sale. In the event that an election is directed, the Employer asserts that the scope of the bargaining unit must include Benton and Washington counties in Arkansas as well as the 16 counties in southwest Missouri sought by the Petitioner. At the hearing, the Employer stipulated that the construction industry eligibility formula set forth in Daniel / Steiny was applicable, but at both the hearing and in its brief the Employer asserted that the Employer was not primarily engaged in the construction industry. The Employer also stipulated at the hearing that a bargaining unit limited to installers was appropriate, but the record establishes that the parties do not agree on which employees would be included in that unit. In fact, the parties agree on the eligibility of only a single employee in a bargaining unit composed of "installers". Both parties contend that additional individuals must be included in an "installer" bargaining unit, but the parties take opposing positions regarding the eligibility of every additional employee proposed to be included in such a unit.

Further, the Employer contends that three individuals, David Carson, Kelly Hall, and Michael Corner, are ineligible to vote in any election that may be directed because they were paid union organizers, they intend to work for the Employer on a temporary basis, and they lack a community of interest with the Employer's other employees. The Petitioner seeks to include Carson, Hall, and Corner in the petitioned-for bargaining unit.

While the Employer admits that owner Alvin Clifton is a supervisor within the meaning of Section 2(11), it disputes that other individuals, including individuals who are classified or function as "project manager," are statutory supervisors.

Finally, in a post-hearing motion, the Employer seeks to reopen the record to receive additional evidence regarding the eligibility of the three employees who were paid union organizers (Carson, Hall, and Corner) and evidence regarding the intent of Third Millennium, Inc. to change the Employer's use of installers in the event

that the sale of the Employer to Third Millennium, Inc., is finalized. The Petitioner opposes the Employer's motion to reopen the record.

EMPLOYER'S BUSINESS:

The Employer is a Missouri corporation with a place of business at 1010 West Chestnut Street, Springfield, Missouri. Alvin Clifton is the President of the Employer and is actively involved in the management of the Employer's operations. Members of Clifton's family are employed by the Employer and also serve as corporate officers of the Employer including: Clifton's wife, Grace Clifton (Treasurer); his son, Sam Clifton (Vice-President); and his daughter, Lori Matthews (Secretary). The Employer also employs Todd Matthews, who is Lori Matthews' husband.

The Employer has been in business for approximately 14 years. Until late 2001 the Employer was primarily engaged in business as an in-field contractor building new or remodeled retail stores at commercial jobsites throughout the United States. Beginning in late 2001 the Employer changed its business operation from construction of retail stores to the custom design and manufacture of cabinetry, fixtures, counters, doors, trim or mill-work, and signage for retail stores. By the fall of 2002 the Employer's transition of its business to the sale and manufacture of cabinetry and other items was complete.

Since the fall of 2002, the Employer's business has been the custom design and manufacture of cabinetry for installation or use at retail store jobsites throughout the United States. The Employer currently performs little, if any, work as an in-field contractor. The Employer designs and manufactures cabinetry and other items at its Springfield facility, which is the only facility that the Employer maintains or operates. The functions performed at the Springfield facility include the bidding and design of custom cabinetry, millwork, signage, and other retail store fixtures; the purchase and warehousing of materials including lumber used to make the Employer's products; the manufacture of the custom cabinetry, millwork, signage, and other retail store fixtures in the shop area of the facility; and the finishing of the products the Employer manufactures including staining, painting, and laminating. The Employer's employees deliver finished products directly to jobsites throughout the United States.

Although the record establishes that the above-described functions are performed at the Employer's facility, there is no record evidence regarding the specific departments into which the facility is divided; how the work flows through the facility; what job classifications are used by the Employer at the facility; what work employees in those job classifications perform or how employees in various job classification or functions interact; the number of individuals employed in the various job classifications or functions; the relative skill

level and compensation of employees in the various job classifications or job functions; or what overall supervisory or management structure is present at the facility.

INSTALLATION OF PRODUCT:

Some custom cabinetry manufactured by the Employer is free-standing and does not require installation after delivery to the jobsite. However, most of the custom cabinetry and other items manufactured by the Employer require installation after delivery to the jobsite. The Employer's contracts with its customers vary with regard to whether the Employer is responsible for the installation of its products at the jobsite. In some cases, the Employer's responsibility ends with the delivery of the finished products to the jobsite, and the Employer's customer or the general contractor at the jobsite is responsible for installation of the Employer's products. However, in some instances the Employer contracts to perform the installation work upon delivery of its products to the jobsite. When the Employer has contracted to perform the installation of its products, the Employer has handled the installation work in a variety of ways, including subcontracting out the totality of the installation work to another company; using employees of the general contractor or from another source to perform the installation work under the direction of one or more of the Employer's employees; using a combination of its employees, employees from other sources, and the employees of a subcontractor to perform the installation work; and using only the Employer's own employees to perform the installation work. Installation of the Employer's product at a jobsite may include installation of cabinetry, counters, millwork such as crown molding, signage, hanging doors, and associated work such as the adjustment of acoustical ceiling framing and ceiling tiles in order to accommodate the installation of the Employer's products.

INSTALLERS:

While the record does not give a complete account of the job classifications/functions or the number of employees employed at the facility, it does reflect that the Employer has employed several employees referred to as "installers". At the hearing, the Employer identified five individuals the Employer considered to be "installers": Kelly Hall, Michael Corner, Jesse Hammer, Wayne Kaberline, and John Rosa. The Employer would exclude Hall and Corner, who were paid union organizers, from the bargaining unit on the basis that they lack a community of interest with other unit employees. The Petitioner contends that Kaberline is a supervisor within the meaning of Section 2(11) of the Act and that Rosa is a subcontractor or an employee of a sub-contractor rather than the Employer's employee. The Employer would also include in the bargaining unit other employees who either were not classified as installers, but who performed a sufficient amount of installer work that they must be included in a bargaining unit of "installers" or who worked as installers on various jobsites. The Petitioner contends that various individuals whom the Employer seeks to include in the bargaining unit of "installers" must be excluded from the petitioned-for bargaining unit because the employees primarily work in

other job classifications such as project manager, estimator or shop employee; are statutory supervisors; have quit their employment; or worked on jobsites outside the 16 county geographical area that is co-extensive with the Petitioner's jurisdiction. Although the Petitioner asserts on the face of its petition that a bargaining unit of the Employer's "installers" consists of approximately 14 employees, the Petitioner was either unable or unwilling to identify any employees in addition to Hall, Corner, Hammer, and David Carson who should be included in the petitioned-for bargaining unit of "installers".

INSTALLER WORK:

The record establishes that the Employer's "installers" work in the geographical area surrounding the Employer's Springfield, Missouri facility, but generally do not work on jobsites that are a great distance from that facility, and are infrequently assigned to jobsites that would require them to be in overnight travel status. On jobsites where the installation work requires overnight travel, the Employer subcontracts the work to other companies, assigns the installation work to individuals in its employ who are referred to as "project managers," or obtains employees from the general contractor or another source to complete the installation work. At the hearing the Employer asserted that its installers were generally unwilling to accept work at jobsites that required them to have overnight travel. The Employer also asserted that it is less expensive to subcontract or to hire local employees to perform installation work at jobsites outside the immediate Springfield, Missouri area. However, it appears that the Employer's installers have, at least on occasion, accepted and performed installation work on jobsites that required them to travel away from the Springfield area.

Installers regularly report to the Employer's facility at the beginning and end of their shift and punch the same time clocks at the facility that are used by the Employer's other employees. When installers are working on installation jobs that are not completed in one day, they report directly to the jobsite and fill out time sheets. While performing installation work on construction jobsites, the installers routinely work with and perform installation work with other employees of the Employer including project managers, laborers, shop employees, and estimators. While working on jobsites, the Employer's installers appear to be supervised by the same supervisors as the Employer's other employees who are working at the jobsite. In addition, Alvin Clifton, Sam Clifton, and Todd Matthews also perform installation work on local jobsites as needed.

There are suggestions in the record that installers may work on a temporary basis in the manufacturing shop where the cabinets are made and that employees have been permanently transferred between "installer" job positions and "shop" job positions. Moreover, one witness called by the Petitioner at the hearing, David Carson, was employed by the Employer from May 30, 2002 until November 2002, and testified that during his employment he was "employed as a cabinetmaker and installer". It is not clear from Carson's testimony whether Carson was simultaneously employed in both the job classification "cabinetmaker" and "installer,"

whether Carson performed both job functions while in a single job classification, or whether Carson was first employed in one job classification and later transferred to the other job classification. Carson's November 2002 discharge is currently the subject of a Complaint in Case 17-CA-22224. The Petitioner seeks the inclusion of Carson in the bargaining unit of "installers".

OTHER JOB CLASSIFICATIONS:

Although the record does not contain a complete account of the number of employees employed at the Employer's facility or their respective job classifications, the record does reflect that there are approximately 28 employees employed in the shop at the facility. It is not clear whether this reflects the total number of all employees at the facility who are not considered "installers," whether it reflects only the number of individuals who work in the shop department or function, or whether it reflects only individuals who are classified as "shop" employees. The record reflects that, in addition to "installers," whether also employed at the facility are individuals who either function or are classified as estimators, designers, project managers, cabinetmakers, shop employees, and laborers. In addition, the Employer's employees truck its products to jobsites throughout the country. The record does not reflect whether the transportation and delivery function is performed by project managers or by some other classification of employee. Further, the record does not reflect whether the employees who are responsible for trucking the Employer's product to jobsites perform any installation work at the jobsite after they deliver the Employer's product to the jobsite.

Generally, "installation" work requires carpentry skills but is considered to require a lesser degree of carpentry skills than that required to perform cabinetmaker or shop employee functions.

ANALYSIS

1. INSUFFICIENT EVIDENCE TO ESTABLISH INSTALLERS ARE A SEPARATE APPROPRIATE BARGAINING UNIT

The evidence is insufficient to establish that a bargaining unit of "installers" constitutes a separate appropriate bargaining unit. It is not entirely clear from the record that "installer" is a defined job classification that is separate from other job classifications, rather than a job function that is performed by various groups or classifications of employees.

Although there is little record evidence regarding the Employer's overall operation, it is clear that employees who are referred to as "installers" do not constitute a group of employees with a separate community of interest from the Employer's other employees. Rather, "installer" employees perform a job that is integrated with the

Employer's overall business of manufacturing and selling custom cabinetry and other retail store fixtures. The installers report to work at the same facility as other employees of the Employer, punch the same time clock, and often work side-by-side with other employees, including project managers, shop employees, and estimators at both the Employer's facility and on jobsites. Thus, "installers" are not the only employees of the Employer who perform installation work, who perform "carpentry" work, or who work on jobsites away from the Employer's facility. Moreover, installers are not the only employees of the Employer who appear to spend a majority of their time working on jobsites away from the Employer's facility. In this regard, it appears that individuals referred to as project managers and as laborers may spend a majority of their time working on jobsites rather than at the Employer's facility. In addition, it appears that project managers spend a substantial amount of time performing "installation" work on jobsites. Contrary to the assertion of the Petitioner, there is insufficient evidence in the record to establish that any individuals classified as "project manager" are supervisors within the meaning of Section 2(11) of the Act. Rather, it appears that the tasks performed by project managers include the coordination of installation work with work performed by other employers at the jobsite, acting as a liaison between the Employer and its customer or the general contractor at the jobsite, receiving the Employer's products when the product is delivered to the jobsites, and performing installation work of the Employer's product at the jobsite or arranging for subcontractors to perform the installation work. Indeed, there is evidence that project managers are assigned to work at jobsites where there are no other employees of the Employer working. Further, it appears that the term "project manager," at least in some instances, refers to a function rather than a particular job classification and that individuals may be assigned to function as a "project manager" only on a particular jobsite.

Moreover, it appears that there is regular contact between employees who perform installation work and those who perform work in the shop or as cabinetmakers. Installers share at least some of the skills possessed by employees engaged in the cabinetmaker and shop functions. It appears that there is either some transfer between the job functions or classifications of installer and cabinetmaker or shop employees. Specifically, some individuals, such as David Carson, may perform both functions as needed. The parties' difficulty in reaching a common definition of the term "installer" or identifying a common group of employees that they consider to be "installers" appears emblematic of the integration of the installer function with other functions performed by the Employer's employees.

Generally, a single location bargaining unit is presumed to be appropriate. Marks Oxygen Co., 147 NLRB 228, 230 (1964); Huckleberry Youth Programs, 326 NLRB 1272 (1998). A bargaining unit such as the Petitioner seeks here, which includes some, but not all, of the Employer's employees at a single location, is not a presumptively appropriate bargaining unit. When a petitioner requests a bargaining unit that is not presumptively appropriate, the petitioner must present sufficient record evidence to support a finding that the employees in the requested bargaining unit have a sufficiently dissimilar community of interest from other

employees to support a finding that the requested bargaining unit is appropriate. Health Acquisition Corp., d/b/a Allen Healthcare Services, 332 NLRB 1308 (2000). The Petitioner has failed to establish that the petitioned-for bargaining unit of employees who perform "cabinetry installation and/or carpentry installation work" have a dissimilar community of interest from the Employer's other employees so that the requested bargaining unit of "installers" is an appropriate unit. The record evidence fails to support the Petitioner's requested bargaining unit. Rather, it supports a finding that the Employer's installers do not have a separate community of interest from at least some of the Employer's other employees.

2. INSUFFICIENT EVIDENCE THAT THE EMPLOYER IS PRIMARILY ENGAGED IN THE CONSTRUCTION INDUSTRY

The Petitioner's requested bargaining unit is based upon the assumption that the Employer is "primarily" engaged in the construction industry. However, the issue of the Employer's status as an employer primarily within the construction industry is contested and no record evidence was submitted upon which a determination of the issue may be made. The burden of proof in determining whether an employer is engaged primarily in the building and construction industry lies with the party making the assertion. See Painters, Local 1247 (Indio Paint & Rug Center), 156 NLRB 951 (1966), at fn.1. The Daniel/Steiny eligibility formula is not applicable to employers that are not primarily engaged in the construction industry. Rather, the eligibility of employees of employers who are not in the construction industry who work on jobsites for an employer depends upon an evaluation of the circumstances, including the facts of their hire, whether they were hired on a temporary basis, and whether they have a reasonable expectation of future employment after completion of the job for which they were hired.

With regard to determining whether an employer is primarily engaged in the "building and construction industry," the employer's entire business must be considered. In C.I.M. Mechanical Co., 275 NLRB 685 (1985), the Board agreed with the administrative law judge who, when citing Frick Co., 141 NLRB 1204 (1963), wrote "it is clear, for instance, that a respondent's entire business must be considered when analyzing its nature, rather than just considering a single department or section of the business". In Frick the employer was engaged in the manufacture, sale, and distribution of refrigeration equipment. The major source of the employer's revenue was from the manufacture and sale of refrigeration equipment and less than one percent was derived from installation work which was deemed to be construction work. The trial examiner in Frick found, with Board approval, that "in view of the obvious preponderance of its manufacturing operations, that whatever criterion is applied, the Respondent could not be found to be engaged primarily in construction work". The trial examiner in Frick rejected the argument advanced by the General Counsel in that case, that the applicability of Section 8(f) should not depend upon an appraisal of an employer's entire operations but, rather, upon the particular work at issue, so that if an employer entered into a contract with a building trades union to perform

work at a construction site, the employer should be held to be engaged primarily in the construction industry when performing work at the construction site, regardless of the nature of the employer's business. In Expo Group, 327 NLRB 413 (1999), the Board approved the administrative law judge's reliance on the Frick standard.

In Central Arizona District Council of Carpenters (Wood Surgeons), 175 NLRB 390 (1969), the employer was engaged in the manufacture, sale, and delivery of cabinets and furniture to construction sites. Installation work was not included in the contract price and the employer was not required to perform installation work at the jobsite. The employer's employees were required to perform only minor repairs at the jobsite, and installation work represented a "fraction" of the employer's overall revenues. The trial examiner, with Board approval, determined that the employer was in the manufacturing business, not the construction business.

However, in Painters, Local 1247 (Indio Paint & Rug Center), 156 NLRB 951 (1966), an employer engaged in the sale and installation of hard and soft flooring and formica at construction sites was found to be primarily engaged in the building and construction industry where 62 percent of the employer's gross revenue was derived from work done for general contractors, only 7 percent of gross revenue was derived from product sales, and 12 of the employer's 15 employees were full-time installers who spent 100 percent of their time on jobsites. In Zidell Explorations, Inc., 175 NLRB 887 (1969), an employer whose primary business was shipbuilding, an activity clearly outside the building and construction industry, was found to be in the building and construction industry at a jobsite where it contracted with the Federal Government to dismantle a ballistic missile complex, work which was determined to be in the building and construction industry. The Board concluded that it was clear that Zidell had "frequently engaged in transitory on-site operations in the construction industry," and that the work at the missile site was "in all characteristics identical to that performed in the construction industry despite the fact that some of Zidell's other projects not discussed here were of a type unrelated to the construction industry".

In Construction, Building Materials & Misc. Drivers, Loc. 83, 243 NLRB 328 (1979), the Board characterized its holding in Zidell as standing for the proposition that the 8(f) exemption has been applied to employers "whose general business is not in the industry, but who are engaged in construction on a specific project". The Board concluded that there was insufficient evidence to establish that installation work done at a construction site constituted "a significant enough portion of the employer's business to warrant a finding that the employer is engaged primarily in the construction industry". See Reese M. Garab d/b/a South Alabama Plumbing, 333 NLRB 16 (2001) (generally an employer must be primarily engaged in the construction industry in order to enter into a valid 8(f) contract, and a valid 8(f) agreement may cover non-construction work). See also Milwaukee & Southeast Wisconsin District Council of Carpenters (Rowley-Schlimgen), 318 NLRB 714 (1995), at 715, fn.1 (Board notes that there is a significant analytical distinction between whether an employer is

"primarily" within the construction industry for the purposes of entering into a valid 8(f) agreement and the application of the construction industry proviso of Section 8(e) which does not require that the employer be primarily engaged in the construction industry).

It appears that a determination of whether the Employer is in the construction industry depends upon an evaluation of: the percentage of product the Employer sells that does not require installation at a jobsite by any party; the percentage of product that requires installation but the Employer does not contract with its customer for the installation of the product; the percentage of product the Employer sells pursuant to contracts that require the Employer to install the product and the method by which the Employer fulfills its obligation to have the product installed at the jobsite. While not a factor in my determination, I note that the potential buyer of the Employer's business, Third Millennium, Inc., does not appear to be an employer in the construction industry. Further, if the contemplated sale is completed, it appears that Third Millennium, Inc. intends to use the Employer's operations in furtherance of the business of refitting or finishing the interior living space of trailers rather than using the Employer's operations in the construction industry.

The record does not contain evidence upon which to base a determination of whether the Employer is currently an employer primarily engaged in the construction industry. Accordingly, the Petitioner has not met its burden of establishing that the Employer is primarily engaged in the construction industry.

3. CONCLUSION:

For the reasons stated above, I find that the petitioned-for bargaining unit of installers is not appropriate and that the Petitioner has not established that the Employer is engaged in the construction industry. Inasmuch as the Petitioner has not requested an alternative bargaining unit, and because the record evidence is not sufficient to base a finding as to what alternative unit or units may be appropriate, the petition will, therefore, be dismissed. See Acme Markets, Inc., 328 NLRB 1208, at 1210 fn. 10 (1999) (the Board will pass only on the appropriateness of bargaining units that have been argued for on the record and will not speculate on the appropriateness of various bargaining units that have not been requested or argued for on the record.)

Under the circumstances, I deny the Employer's Motion to Reopen the Record to receive additional evidence regarding the eligibility of David Carson, Kelly Hall, and Michael Corner and evidence regarding the intentions of the potential buyer of the Employer's business, Third Millennium, Inc., regarding the use of installers after the completion of the sale.

Inasmuch as there is no determination here regarding the scope of an appropriate bargaining unit, and further noting that the record evidence regarding employee eligibility appears incomplete, I reach no determination here

regarding the individuals whose eligibility to vote is disputed on various grounds. In this regard, the record evidence is insufficient to establish whether any disputed individual is a supervisor within the meaning of Section 2(11) of the Act, including those individuals who are classified as "project manager" or who perform that function. Further, with regard to the eligibility of David Carson, Kelly Hall, and Michael Corner, I note that their respective employment status as well as the Employer's decision to subcontract out the entirety of its installation function is the subject of pending unfair labor practice charges in Cases 17-CA-22240 and 17-CA-22303. Under the circumstances, including the fact that the evidence does not support a finding that the Employer is primarily in the construction industry, it is not necessary to determine the geographical area of the bargaining unit. Finally, under the circumstances, including the dismissal of the petition on other grounds and the pending unfair labor practice charge regarding the permanent subcontracting of product installation work, I do not make a determination on the Employer's assertion that an election is not appropriate because the Employer has decided to subcontract all future "installation" work, or because of the possibility that the Employer will sell its business to Third Millennium, Inc., and that Third Millennium, Inc., will make changes to the Employer's operations.

ORDER

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is dismissed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by August 8, 2003.

Dated July 25, 2003

at Overland Park, Kansas

/s/ D. Michael McConnell

Acting Regional Director, Region 17

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